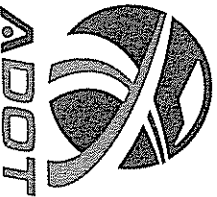


MAR 13 2001



Arizona Department of Transportation

205 S. 17th Ave.
Engineering Consultants Section
Room 293E Mail Drop 616E Phoenix, Arizona 85007
Phone 602.712.7525 Fax 602.712.7424

Jane Dee Hull
Governor

Mary E. Peters
Director

Dick Wright
State Engineer

08 March, 2001

#0 /

Mr. Bob Coons
City of Glendale
Engineering Department
5850 W. Glendale Avenue
Glendale, AZ 85303

Re: AG Contract No. KR98 0568TFN
ADOT ECS File No. JPA 98-39
Project: F-022-2-523
TRACS: H 2765 01 C
Section: Grand Avenue (U.S. 60)
Secretary of State File Number 22713
Amendment No. 1

NO. 22713
Filed with the Secretary of State
Date Filed: 03/30/2001
[Signature]
Secretary of State
[Signature]
Vicki L. Sharnwood

Dear Mr. Coons:

Conditions have changed since the production of the above referenced agreement wherein the City will construct and administer the above referenced Project in conjunction with the City's Grand Avenue Image Beautification Program (No. 98023), from US 60 centerline roadway station 36+50 to centerline roadway station 79+00, a total net distance of approximately 0.80 miles. We may use this instrument to reflect those changed conditions.

THEREFORE, the following paragraphs are revised or replaced to read:

II. SCOPE OF WORK

2. "Upon execution of this amendment, the State will remit a total lump sum of \$60,000.00 to the City for the State's portion of the cost of the Project. The City will call for bids and award, construct the Project, administer same and make all payments to the contractor. The City will be responsible for the balance of costs associated with the Project other than the State's contribution of \$60,000.00.


3. "The City shall furnish and install necessary water services from water mains to the designated locations within the rights of way." (delete "at the State's expense").....

All other terms and conditions of the agreement shall remain the same. To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return **all originals** of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Upon filing with the Secretary of State, an original will be returned.

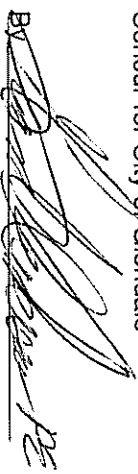
Mr. Bob Coons
Page 2
08 March, 2001

Questions may be directed to the undersigned at (602) 712-8088 or Mr. Woelzlein at 602-712-7357.

Sincerely,


LYNN A. M. GRANDY
Joint Project Coordinator

Concur for City of Glendale

By  PC

Date 3/23/01
(date)

AG Contract No. KR98 0568TRN
ADOT ECS File No. JPA 98-39
Project: F-022-2-523
TRACS: H 2765 01 C
Section: Grand Avenue (U.S. 60)

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into 6 October, 1998
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the CITY OF GLENDALE, acting by and through its Mayor and City Council. (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on Grand Avenue (U.S. 60) at the following location.

From U.S.60 centerline roadway station 36+50 to centerline roadway station 79+00 a total net distance of approximately 0.80 miles.
=====

NO. 22713
Filed with the Secretary of State
Date Filed: 10/06/98

Michael J. Glendon
Secretary of State

By: Wicky V. Juarez

THEFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare to State standards design plans for the landscaping and irrigation project and submit them to the City for concurrence.
2. After City concurrence of the plans, the project, currently estimated to cost \$89,500.00, will be constructed by the State, using State funds. Upon completion of the work the City shall reimburse the State thirty three percent (33%) of the landscape contract cost, in an amount not to exceed \$29,500.00.
3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense. The City will waive water development fees.
4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.
5. After construction, the City shall maintain the irrigation system, including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.
6. The City hereby agrees to maintain the landscaping. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping. All work shall be done in a manner to minimize traffic congestion and interference with through traffic.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.
2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007


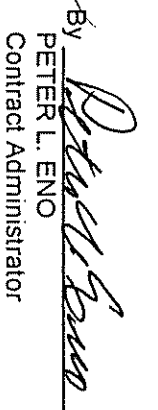
City of Glendale
City Manager
5850 West Glendale Ave.
Glendale, Arizona 85301

8. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA
Department of Transportation

By  By 
ELAINE M. SCRUGGS PETER L. ENO
Mayor Contract Administrator

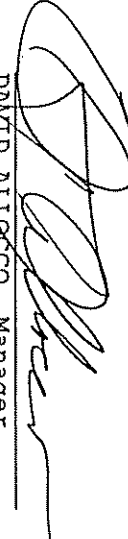
ATTEST

By 
PAMELA OLIVEIRA
City Clerk

RESOLUTION

BE IT RESOLVED on this 19th day of March 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Glendale for the purpose of defining responsibilities for the design, construction and maintenance of landscaping improvements on US_60 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


DAVID ALIOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION NO. 3214 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPE IMPROVEMENTS WITHIN THE GRAND AVENUE MEDIANS BETWEEN ORANGWOOD AVENUE AND BUTLER DRIVE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement (ADOT ECS File No. JPA 98-39) between the City of Glendale and the Arizona Department of Transportation (ADOT) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk are hereby authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 30th day of June, 1998.

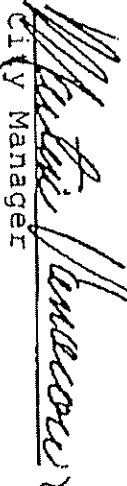
ATTEST:

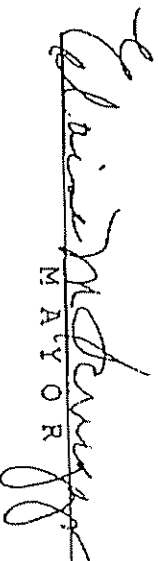

City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:

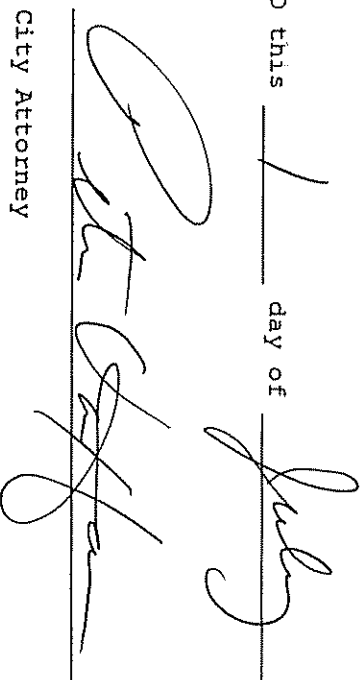

City Manager


MAYOR

APPROVAL OF THE GLENDALE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF GLENDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 1 day of July, 1998.



City Attorney



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Mann: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR98-0568TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE September 28, 1998.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "Grant Woods", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/15590

Enc.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

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Attorney General

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JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/15590

Enc.